

RECORDATION REQUESTED BY:
CENTIER BANK
600 EAST 84TH AVENUE
MERRILLVILLE, IN 46410

WHEN RECORDED MAIL TO:
CENTIER BANK
600 EAST 84TH AVENUE
MERRILLVILLE, IN 46410

SEND TAX NOTICES TO:
HOWARD5 LLC
3100 W 133RD AVE
CROWN POINT, IN 46307-9735

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 17, 2021, is made and executed between HOWARD5 LLC, whose address is 3100 W 133RD AVE, CROWN POINT, IN 46307-9735 (referred to below as "Grantor") and CENTIER BANK, whose address is 600 EAST 84TH AVENUE, MERRILLVILLE, IN 46410 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 17, 2019 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

The Mortgage was recorded on January 29, 2019 as Document Number 2019 006610 and re-recorded on April 8, 2019 as Document Number 2019.020559 in the original amount of \$385,977.26 in the record of Lake County, Indiana; 2293 N Main St, Crown Point, IN 46307.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in LAKE County, State of Indiana:

Parcel I:

Part of the Southeast Quarter of Section 1, Township 33 North, Range 9 West of the Second Principal Meridian, described as: Beginning at a point on the North line of the Southeast Quarter of said Section 1 and 401.02 feet East of the Northwest corner thereof; thence South 88° 52' 23" East, 929.61 feet to the Northwest corner of Tract 15, the unrecorded Plat of Dalecarlia Acreage; thence South 00° 04' 17" West, 676.56 feet to the North line of Lot 78 in Dalecarlia Fairways Subdivision as per plat thereof, recorded in Plat Book 35, Page 78, in the Office of the Recorder of Lake County, Indiana; thence North 88° 54' 03" West, 18.30 feet to a monument found at the Southeast corner of Lot 60, in said Dalecarlia Fairways; thence North 01° 09' 43" East, 116.93 feet (record bearing and distance North 01° 06' 00" East, 117.32 feet) to a monument at a point of curve; thence Northwestly along a curve to the left an arc distance of 596.90 feet and a radius of 380 feet to a monument at the point of tangent of said curve on the North line of Lot 85 in said Dalecarlia Fairways; thence North 88° 55' 04" West, 543.30 feet (record bearing and distance North 88° 54' 00" West, 543.46 feet) to a monument at the Northwest corner of Lot 90 in said Dalecarlia Fairways; thence North 01° 00' 16" West, 180.03 feet (record bearing and distance North 01° 06' 00" West, 180 feet) to the Point of Beginning, in Lake County, Indiana, containing 4.709 acres, more or less.

Parcel II:

Part of the South Half of Section 1, Township 33 North, Range 9 West of the Second Principal Meridian, described as: Beginning at the Southeast corner of said Section 1; thence North 00° 00' 00" East along the East line of said Section 1, a distance of 1480.12 feet to the South line of 154th Place as per Plat of Dalecarlia Fairways Subdivision recorded in Plat Book 35, Page 78; thence North 88° 54' 27" West, 738.77 feet (record bearing and distance North 88° 54' 00" West, 739.60 feet) along the South line of 154th Place to the West line of Hovey Street; thence South 52° 17' 00" West, 481.73 feet; thence South 09° 00' 08" West, 234.54 feet; thence North 81° 03' 35" West, 366.06 feet; thence North 01° 06' 56"

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MODIFICATION OF MORTGAGE (Continued)

East, 44.18 feet to a monument found on the East line of Durbin Street and the South line of Dalecarlia Fairways; thence North 88° 54' 25" West, 878.11 feet (record bearing and distance North 88° 54' 00" West, 878.81 feet) to a monument found at the Southwest corner of Lot 28 in said Dalecarlia Fairways; thence North 48° 27' 31" West, 339.89 feet (record bearing and distance North 48° 28' 01" West, 340 feet) to an iron pipe found at the Northwest corner of Lot 25 in said Dalecarlia Fairways; thence South 68° 29' 55" West, 305.20 feet (record bearing and distance South 68° 29' 25" West, 305 feet) to an iron pipe found at the Southwest corner of Lot 20 in said Dalecarlia Fairways; thence North 83° 29' 27" West, 325.16 feet to the Easterly shoreline of Lake Dalecarlia; thence Southerly along the Easterly shore of Lake Dalecarlia to an iron pipe at the Northwest corner of Lot 71, Block 15, Dalecarlia as per plat thereof recorded in Plat Book 22, Page 18; thence South 61° 38' 46" East, 63.57 feet more or less to the South line of Section 1, Township 33 North, Range 9 West of the Second Principal Meridian; thence South 88° 52' 16" East, 2942.2 feet more or less to the Point of Beginning, containing 89.433 acres, more or less.

Parcel III:

Part of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 1, Township 33 North, Range 9 West of the Second Principal Meridian described as follows: Beginning at an iron pipe found at the Northwest corner of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 1; thence South 88° 58' 37" East along the North line of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 1, a distance of 645.32 feet to a monument at the Northwest corner of Lot 7, Dalecarlia Fairways Subdivision as recorded in Plat Book 35, Page 78 in the Office of the Recorder of Lake County, Indiana; thence South 01° 09' 06" West, 347.98 feet (recorded bearing and distance South 01° 06' 00" West, 348.02 feet) to an iron pipe found at the Southwest corner of Lot 9 in said Dalecarlia Fairways; thence South 61° 20' 51" West, 131.79 feet (record bearing and distance South 61° 19' 46" East, 132.90 feet) to a monument at the Northeast corner of Lot 14 in said Dalecarlia Fairways; thence South 89° 19' 17" West, 235.85 feet to the shoreline of Lake Dalecarlia; thence Northwesterly along said shoreline to the West line of said Southeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 1; thence North 00° 10' 13" West, 107.53 feet to the Point of Beginning, in Lake County, Indiana, containing 4.537 acres, more or less.

EXCEPTING THEREFROM:

That part conveyed by Lake View Development Corporation to Center Utilities Inc., an Indiana Corporation by Deed dated march 2, 1976 and recorded April 29, 1976 as Document No. 348091 and more particularly described as follows: Part of the Northeast Quarter of the Southwest Quarter of Section 1, Township 33 North, Range 9 West of the Second Principal Meridian, described as follows: Beginning at a point 15 feet South of the Southeast corner of Lot 74 in Block 30, in Dalecarlia, as shown in Plat Book 23, Page 44, in the Office of the Recorder of Henry County, Indiana; thence South 50 feet; thence West 50 feet; thence North 50 feet; thence East 50 feet to the Point of Beginning.

Parcel IV:

The Golf Course in Dalecarlia Fairways Subdivision First Section, as shown in Plat Book 35, Page 78, in Lake County, Indiana.

Parcel V:

Part of the Southeast Quarter of Section 1, Township 33 North, Range 9 West of the Second Principal Meridian, described as: Beginning at a monument at the Southwest corner of Lot 64, Dalecarlia Fairways Subdivision as recorded in Plat Book 35, Page 78; thence South 01° 06' 56" West (record bearing South 01° 06' 00" West) along the East line of Durbin Street, 619.26 feet; thence South 81° 03' 35" East, 366.06 feet; thence North 09° 00' 08" East, 234.54 feet; thence North 52° 17' 00" East, 481.73 feet to the West line of Hovey Street; thence North 01° 02' 27" East, 134.91 feet (record bearing and distance North 01° 06' 00" East, 134.92 feet) to the Southeast corner of Lot 71 in said Dalecarlia Fairways; thence North 88° 54' 59" West, 761.91 feet (record bearing and distance 88° 54' 00" West, 770 feet) to the Point of Beginning, in Lake County, Indiana, containing 8.235 acres, more or less.

Parcel VI:

Outlot "A", Dalecarlia Fairways Subdivision First Section, as shown in Plat Book 35, Page 78, in Lake County, Indiana.

The Real Property or its address is commonly known as 5125 W 153RD AVE (VACANT LAND), LOWELL, IN 46356.

45-19-01-377-001.000.007

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

A. The section entitled "Maximum Lien" is hereby deleted and the following language inserted:

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$890,000.00.

B. The section entitled "Future Advances" is hereby deleted and the following language inserted:

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future obligations and advances which Lender may make to Grantor, together with all interest thereon, whether such future obligations and advances arise under the Note, this Mortgage or otherwise; however, in no event shall such future advances (excluding interest) outstanding at any time exceed in the aggregate \$890,000.00. This Mortgage also secures all modifications, extensions and renewals of the Note, the Mortgage, or any other amounts expended by Lender on Grantor's behalf as provided for in this Mortgage.

MODIFICATION OF MORTGAGE (Continued)

C. The definition of Note is hereby deleted and the following language inserted:

Note. The word "Note" means the promissory note dated March 17, 2021, in the original principal amount of \$445,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is September 17, 2021. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

D. Parcel III of the Real Property Description is hereby deleted and replaced with:

Parcel III:

Part of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 1, Township 33 North, Range 9 West of the Second Principal Meridian described as follows: Beginning at an iron pipe found at the Northwest corner of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 1; thence South 88° 58' 37" East along the North line of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 1, a distance of 645.32 feet to a monument at the Northwest corner of Lot 7, Dalecarlia Fairways Subdivision as recorded in Plat Book 35, Page 78 in the Office of the Recorder of Lake County, Indiana; thence South 01° 09' 06" West, 347.98 feet (recorded bearing and distance South 01° 06' 00" West, 348.02 feet) to an iron pipe found at the Southwest corner of Lot 9 in said Dalecarlia Fairways; thence South 61° 20' 51" West, 131.79 feet (record bearing and distance South 61° 19' 46" East, 132.90 feet) to a monument at the Northeast corner of Lot 14 in said Dalecarlia Fairways; thence South 89° 19' 17" West, 235.85 feet to the shoreline of Lake Dalecarlia; thence Northwestly along said shoreline to the West line of said Southeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 1; thence North 00° 10' 13" West, 107.53 feet to the Point of Beginning, in Lake County, Indiana, containing 4.537 acres, more or less.

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ALSO EXCEPTING THEREFROM:

Lots 2, 3 and 4 in Marina, an Addition to Lake County, Indiana, as per plat thereof, recorded on August 15, 2019 as Document No. 2019055067, in Plat Book 112, page 59, in the Office of the Recorder of Lake County, Indiana.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 17, 2021.

GRANTOR:

HOWARD5 LLC

By:

JOHN R HOWARD, Member of HOWARD5 LLC

Handwritten signature of John R Howard

MODIFICATION OF MORTGAGE (Continued)

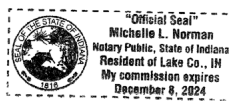
LENDER:

CENTIER BANK

X [Signature] SHARYN CHESNA, Senior Loan Portfolio Manager

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)) SS) COUNTY OF Lake)

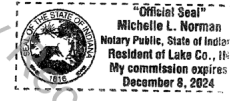


On this 1st day of April, 20 21, before me, the undersigned Notary Public, personally appeared JOHN R HOWARD, Member of HOWARD5 LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at Lake County Notary Public in and for the State of Indiana My commission expires 12-8-24

LENDER ACKNOWLEDGMENT

STATE OF Indiana)) SS) COUNTY OF Lake)



On this 1st day of April, 20 21, before me, the undersigned Notary Public, personally appeared SHARYN CHESNA and known to me to be the Senior Loan Portfolio Manager, authorized agent for CENTIER BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of CENTIER BANK, duly authorized by CENTIER BANK through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of CENTIER BANK.

By [Signature] Residing at Lake County Notary Public in and for the State of Indiana My commission expires 12-8-24

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (SHARYN CHESNA, SENIOR LOAN PORTFOLIO MANAGER).

**MODIFICATION OF MORTGAGE
(Continued)**

This Modification of Mortgage was prepared by: SHARYN CHESNA, SENIOR LOAN PORTFOLIO MANAGER
600 E 84th Ave
Merrillville IN 46410

Property of Lake County Recorder

RECORDING PAGE

Property of Lake County Recorder